

Crown Pastoral Land Tenure Review

Lease name: MT ALFORD

Lease number: PC 052

Substantive Proposal - Part 2

The report attached is released under the Official Information Act 1982.

November

05

Appendix 6: Form of Easement to be created for Public Access to Scenic Reserve and
Vehicles for Management Purposes

mtl gmg

In Gross Easement: Public Access and Management Purposes to
Scenic Reserve. - Version 5.1

CHCCO- 71482 -Mt Alford - April 2005

TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access
2. Vehicles for Management Purposes

Land Transfer Act 1952

This page does not form part of the Transfer.

Handwritten initials: MW 9/11/05

RELEASED UNDER THE OFFICIAL INFORMATION ACT
TRANSFER

Land Transfer Act 1952

If there is not enough space in any of the panels below, cross-reference to
and use the approved Annexure Schedule: no other format will be received.

Land Registration District

Canterbury

Certificate of Title No.	All or Part?	Area and legal description – Insert only when part or Stratum, CT

Transferor Surnames must be underlined

COMMISSIONER OF CROWN LANDS, acting pursuant to section 80 of the Crown Pastoral Land Act 1998

Transferee Surnames must be underlined

HER MAJESTY THE QUEEN, acting by and through the Minister of Conservation

Estate or Interest or Easement to be created: Insert e.g. Fee simple; Leasehold in Lease No.; Right of way etc.

Public Access and Management Purposes Easement in Gross under section 12 of the Reserves Act 1977 (continued on pages 2, 3 and 4 of Annexure Schedule).

Consideration

The various considerations set out in a substantive proposal accepted under the Crown Pastoral Land Act 1998 on the _____ day of _____

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this _____ day of _____

Attestation

Signed by
acting under written delegation
from the Commissioner of Crown
Lands

Signed in my presence by the Transferor
Signature of Witness

(continued on page 4 of Annexure Schedule)

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name

Occupation

Address

Signature, or common seal of Transferor

Certified correct for the purposes of the Land Transfer Act 1952

Certified that Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply
Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and cheque Duties Act 1971.
(DELETE INAPPLICABLE CERTIFICATE)

Solicitor for the Transferee

Handwritten signature

Approved by Register-General of Land under No. 1995/5003
Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease", etc

Dated

Page

of

Pages

Definitions

1. In this transfer unless the context otherwise requires:
 - 1.1 "Easement Area" means that part of the Servient Land being 10 metres wide which is marked "[]" on Deposited Plan/S.O. Plan No [].
 - 1.2 "Management Purposes" means:
 - the protection of a significant inherent value of the land managed by the Transferee;
 - the ecological sustainable management of the land managed by the Transferee.
 - 1.3 "Servient Land" means the land owned by the Transferor and described on page 1.
 - 1.4 "Transferee" means Her Majesty the Queen acting by and through the Minister of Conservation and, for purposes of clause 2.1, includes the Transferee's tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation; and any member of the public; but for the purposes of clause 2.2 means the Transferee's tenants, agents, contractors; and any employee or contractor of the Director-General of Conservation only.
 - 1.5 "Transferor" means the owner of the Servient Land described on page 1 and includes the Transferor's tenants and invitees.

Standard Easement Terms

Access

2. The Transferee has the right:
 - 2.1 In common with the Transferor to pass and re-pass at any time over and along the Easement Area c-d and m-n on foot.
 - 2.2 To pass and re-pass at any time over and along the Easement Area a-b-e, c-d, f2-h, i-j, l-k, m-n, and b-o-p-q on foot, or on or accompanied by horses, or by motor vehicle, with or without machinery and implements of any kind, for Management Purposes.
3. The Transferor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area, where such event or outcome is caused by or under the control of the Transferor.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Handwritten initials/signature

Approved by Register-General of Land under No. 1995/5003
Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease", etc

Dated Page of Pages

Exclusion of Schedules

4. The rights and powers contained in Schedule 4 of the Land Transfer Regulations 2002 and the Ninth Schedule of the Property Law Act 1952 are expressly negated.

Term

5. The easement created by this transfer is to be in perpetuity.

Temporary Suspension

6. The Transferee (not being a member of the Public) may, at any time in exercise of her/his powers, temporarily close all or part of the Easement Area for such period as she/he considers necessary.

Dispute Resolution

- 7.1 If a dispute arises between the Transferor and Transferee (not being a member of the Public) concerning the rights, management and operation created by this transfer the parties are to enter into negotiations in good faith to resolve it.
- 7.2 If the dispute is not resolved within 14 days of written notice by one party to the other it is to be referred to mediation.
- 7.3 If the dispute is not resolved within 21 days or such other period as agreed to in writing between the parties after the appointment of the mediator, the parties must submit to the arbitration of an independent arbitrator appointed jointly by the parties or, if one cannot be agreed within 14 days, to an independent arbitrator appointed by the President for the time being of the District Law Society in which the Servient Land is situated.
- 7.4 The arbitration is to be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution.

Notice

- 8.1 A notice to be given under this transfer by one party to the other is to be in writing and must:
- (a) be hand delivered to the receiving party; or
 - (b) be sent by ordinary post to the receiving party;
 - (c) be sent by facsimile to the receiving party.
- 8.2 If clause 8.1(b) applies the notice will be deemed to be received by the receiving party on such date on which the ordinary post would be delivered.
- 8.3 If clause 8.1(c) applies the notice will be deemed to have been received on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Handwritten initials/signature

Approved by Register-General of Land under No. 1995/5003
Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease", etc

_____ Dated _____ Page of Pages

Special Easement Terms

- 9. The standard easement terms contained above must be read subject to any special easement terms set out below.
- 10. The Transferee (not being a member of the Public) has the right:
 - 10.1 To mark the Easement Area as appropriate.
 - 10.2 To erect and maintain stiles.
 - 10.3 To erect and maintain signs informing the public:
 - (a) of the location of the land managed by the Crown and available for public access and recreation; and
 - (b) of their rights and responsibilities in relation to the Easement Area.
 - 10.4 To use whatever reasonable means of access he/she thinks fit over the Easement Area to carry out the works in clause 10.1 to 10.3.
- 11. Where fences cross the Easement Area the Transferor must install gates no less than 1 metre in width and keep gates unlocked at all times unless otherwise agreed with the Transferee.
- 12. No dogs or firearms are permitted on the Easement Area.
- 13. The Easement Area may be closed between 20 September and 20 October for livestock management purposes.

Continuation of "Attestation"

Signed for and on behalf of _____)
 Her Majesty the Queen by _____)
 under a written delegation in the _____)
 presence of: _____)

 Witness (Signature)

Name _____

Address _____

Occupation _____

Footnote: In substitution of the SO Plan (which has yet to be prepared), the proposed easement described in clause 1 is marked on the Plan.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

mpf jmc

Approved by Registrar-General
of Land under No. 1995/1004

TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access to Scenic Reserves
2. Vehicles for Management Purposes

Land Transfer Act 1952

Law Firm Acting

Conservancy Solicitor
Department of Conservation
133 Victoria Street
Christchurch

Auckland District Law Society
REF:4135

This page is for Land Registry Office use only.
(except for "Law Firm Acting")

msm gmc

Execution Section

This Proposal (including the schedules and appendices) is signed by the Commissioner and the Holder as a binding agreement.

SIGNED for and on behalf of the **Commissioner of Crown Lands** by Paul Alexander Jackson acting pursuant to a delegated authority in the presence of:





Witness

Occupation **Simon Mark Espie**
Solicitor
Wellington

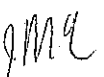
Address

SIGNED by MT ALFORD STATION LIMITED by:


Director's signature
Director's signature

MURRAY ROBERT HAWKES
Director's full name

Jeanette M. McLennan
Director's full name



COPY



4 August 2005

Our ref: Mt Hutt MHT
Direct line: +64 9 355 2895
Direct fax: + 64 9 355 2005
Mobile: +64 21 772 662

Nicoll, Cooney & Co
Barristers & Solicitors
Tancred Chambers
243 Tancred Street
ASHBURTON

BY COURIER

Attention: L K Cooney

Dear Sir

MT ALFORD STATION LIMITED – VODAFONE NEW ZEALAND LIMITED (“VODAFONE”) –
CONSENT TO PROPOSAL FOR REVIEW OF CROWN LAND SUBJECT TO EASEMENT NO.
A313734.2

Thank you for your letter of 27 July 2005.

Enclosed is Vodafone's consent to the above proposal. You will note that the consent has been amended to be without prejudice to Vodafone's rights under the agreements entered into between your client, the Crown and Vodafone's predecessors. This is partly due to the fact that the plans contained in the proposal do not appear to accurately reflect the location of Vodafone's easements. To help illustrate this, I **enclose** copies of the following:

- SO19643 plans showing Vodafone's surveyed easement routes "A", "B", "C" and "D"; and
- a marked up copy of the proposal plans reflecting the approximate Vodafone easement routes (please note that this is my interpretation of the surveyed routes).

With regard to the registration of easements in accordance with clause 8 of the proposal, I would be grateful if you could confirm how this will be practically achieved and whether Vodafone will be required to sign any documentation for registration.

Should you have any queries regarding the above, please do not hesitate to contact me.

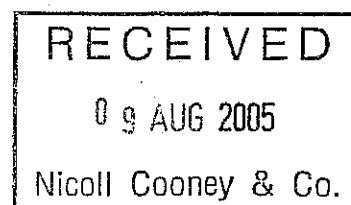
Yours faithfully

A handwritten signature in black ink, appearing to read "Hannah Bain".

Hannah Bain
Legal Executive
E-mail: hannah.bain@vodafone.com

Vodafone New Zealand Limited

Legal Property
Level 1, 20 Viaduct Harbour Avenue, Auckland
Private Bag 92 161, Auckland 1030



Vodafone New Zealand Limited, being the party entitled to the benefit of Easements registered against Lease Identifier CB529/66, hereby consents to the acceptance of the Proposal dated the 19th day of July 2005 by Mt Alford Station Limited pursuant to the Crown Pastoral Land Act 1998, without prejudice to Vodafone New Zealand Limited's rights contained in the following documents:

1. Easement Deed between Her Majesty the Queen and BellSouth New Zealand (Vodafone's predecessor) dated 28 April 1995
2. Deed of Covenant Affecting Grant of Easement of a Land Subject to a Pastoral Lease between Mt Alford Station Limited and BellSouth New Zealand (Vodafone's predecessor) dated 15 June 1995
3. Memorandum of Transfer and Grant of Easements in Gross between Her Majesty the Queen and BellSouth Asia/Pacific Enterprises Inc, BellSouth New Zealand Limited, BellSouth New Zealand Holdings Limited and St Cellular (NZ) Pte Limited (Vodafone's predecessors) (consented to by Mt Alford Station Limited) dated 18 June 1997, and subsequently registered against Computer Interest Register CB529/66 under No. A313734.2

Signed by Vodafone New Zealand Limited on the 4th day of August 2005 by its Attorney who certifies that she is an attorney for Vodafone under the Power of Attorney dated 30 May 2005 which has been registered at Land Information New Zealand under No. 6445858.1 and has have not received any notice or information of the revocation of that appointment on the date that she signs this document:

Antra Tikaram
Corporate Counsel
Vodafone New Zealand Limited



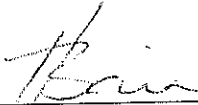
Signature

04 August 2005

Date

In the presence of:

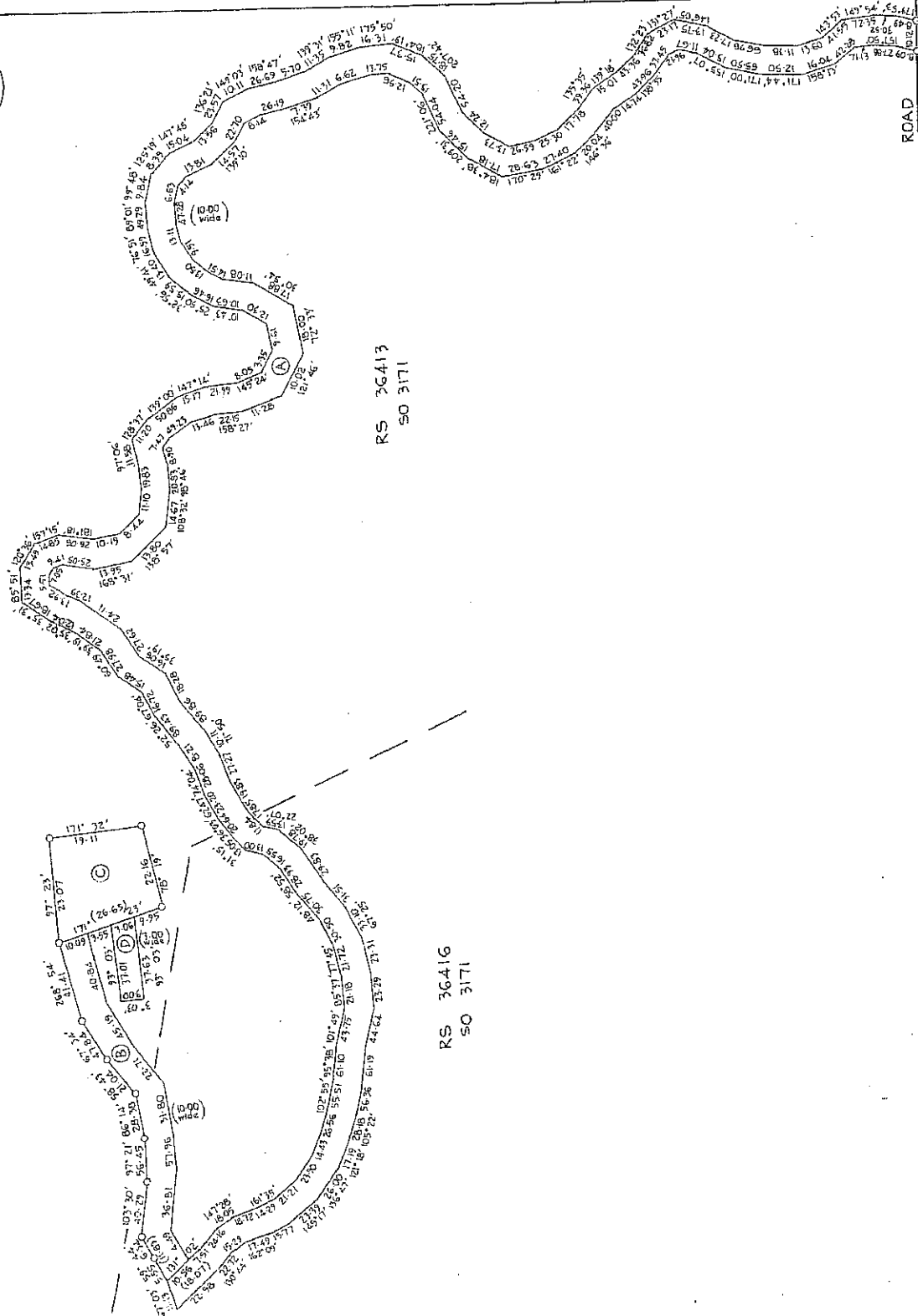
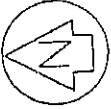
WITNESS



Signature

Name: HANNAH BAIN
Occupation: Legal Executive
Address: AUCKLAND

Approvals



Total Area	
Comprised in	
I. Malcolm, Groves, Smith Registered Surveyor and holder of an annual practicing certificate as was made a certified surveyor pursuant to section 26 of the Survey Act 1957 hereby certify that this plan has been made from surveys conducted by me or under my direction, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof Dated at CHRISTCHURCH this 17th day of NOVEMBER 1988 P.S. Simons	
Field Book	Page 1
Reference Plans	Sheet 1
Examined	By <i>Segalla</i> District Registrar
Approved as to Survey	<i>Edwards</i> Deputy Chief Surveyor
Deposited this	20 17 1986 day of 19
File	S019643
Revised	11 7 96
Intervenor	

TERRITORIAL AUTHORITY ASHBURTON DISTRICT
 Surveyed by CONNELL WAGNER LIMITED
 Scale PICTORIAL Date NOVEMBER 1995

LAND DISTRICT CANTERBURY
 SURVEY BLK. & DIST. 1 SPAXTON
 NZMS 261 SHT K.36 RECORD MAP No 10000/4-2

Pe 052 MT ALFORD TENURE REVIEW
PROPOSED DESIGNATIONS



Pastoral lease land to be restored to or retained in full Crown ownership and control, as Scenic Reserve "R2 (Scenic)", "R5 (Scenic)" & "R6 (Scenic)".



Pastoral lease land to be restored to or retained in Crown control as Scenic Reserve "R1 (Scenic)", "R3 (Scenic)" & "R4 (Scenic)".



Pastoral lease land to be disposed of by freehold disposal to Mt Alford Station Ltd.

Easements:

--- Vehicles for Minister of Conservation management purposes easement in gross marked "I-j", "I-k", & "a-b-o-p-q".

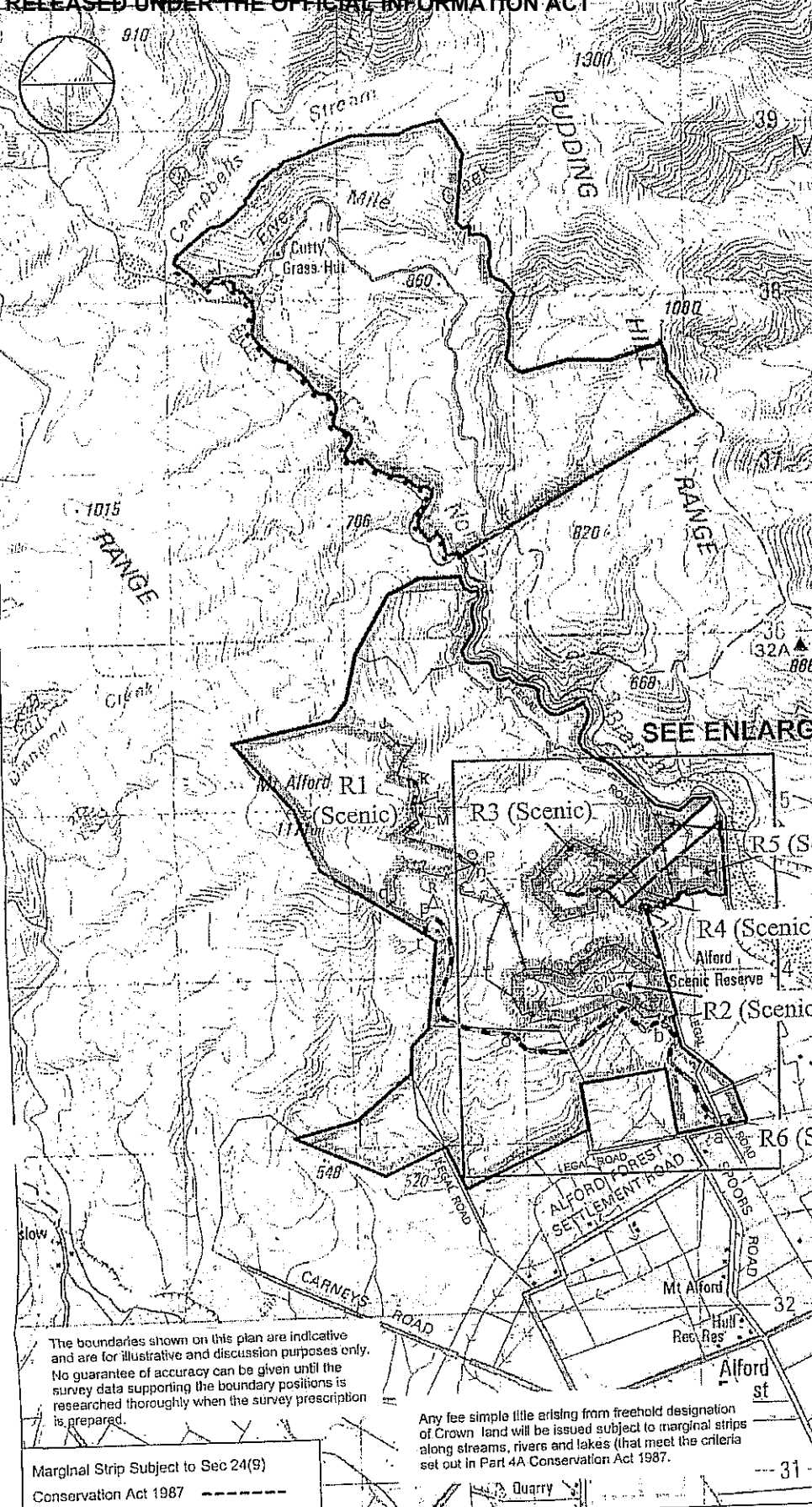
--- Continuation in force of easement A313734.2 for Vodafone New Zealand Ltd "a-b-o".

--- Continuation in force of easement created by Deed of Easement 5189308.1 for Telecom New Zealand Ltd "a-b-o-p".

--- Concession for Farm Management Purposes: Easement Concession for farm management purposes for Mt. Alford Station Ltd over land marked "a-t".

..... Marginal Strips:
Part 4A Conservation Act 1987- Marginal strips created on disposition (indicative).

* Note: "R6 (Scenic)" is for public car parking area



SEE ENLARGEMENT

The boundaries shown on this plan are indicative and are for illustrative and discussion purposes only. No guarantee of accuracy can be given until the survey data supporting the boundary positions is researched thoroughly when the survey prescription is prepared.

Any fee simple title arising from freehold designation of Crown land will be issued subject to marginal strips along streams, rivers and lakes (that meet the criteria set out in Part 4A Conservation Act 1987.

Marginal Strip Subject to Sec 24(9)
Conservation Act 1987

New Fences:
Marked in capital letters
New Deer Fence: "K-L-M-O-N"
Repairs to existing conventional fence: "J-K"

Mt Alford

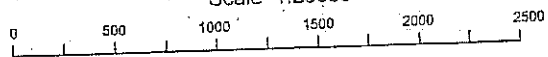
Version	1	2	3	4	5
Canterbury Land District					Sheet 1 of 1
Topographic Map 260 - K36					Date 12/04/05

ANDERSEN & ASSOCIATES
CONSULTING SURVEYORS

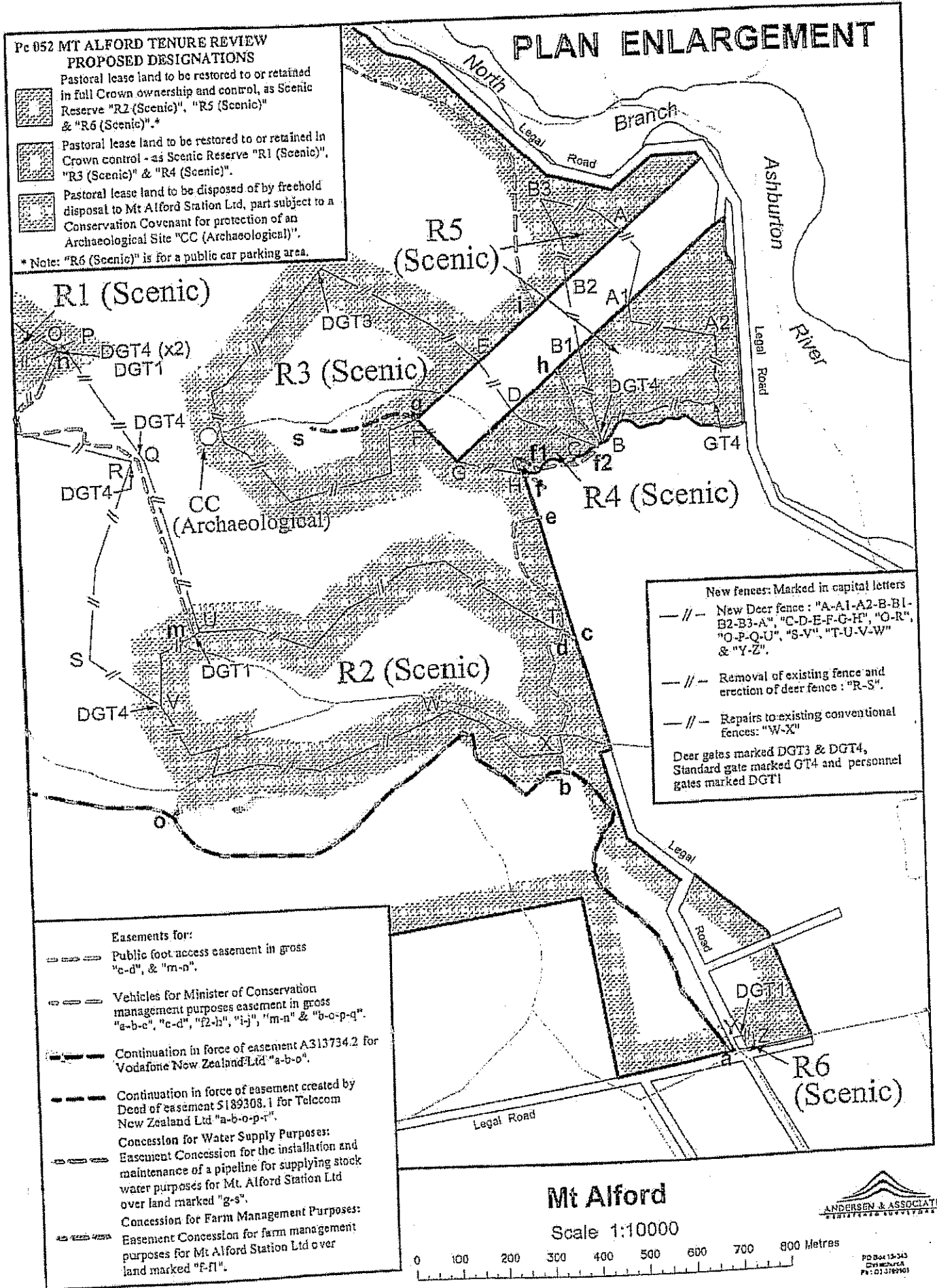
Certified a true copy
of the original status
check plan.

Scale 1:25000

P.O. Box 13-343
Christchurch
Ph: 03 376 9901



VODAFONE EASEMENT ROUTES



Telecom New Zealand Limited, being the party entitled to the benefit of Easements registered against Lease Identifier CB529/66, hereby consents to the acceptance of the Proposal dated the 19th day of July 2005 by Mt Alford Station Limited [the Holder] pursuant to the Crown Pastoral Land Act 1998.

Dated the 11 day of August 2005

SIGNED for and on behalf of
Telecom New Zealand Limited
by
in the presence of:

Mark Robert Larsen
Property Acquisition Manager
Telecom New Zealand Limited


Witness Name: Christine Loughnan
Occupation: Acquisition Project Consultant
Wellington

Address: C. Loughnan

Canterbury Regional Council, being [now] the party entitled to the benefit of Land Improvement Agreement 306610.1 registered against Lease Identifier CB529/66, hereby consents to the acceptance of the Proposal dated the 19th day of July 2005 by Mt Alford Station Limited [the Holder] pursuant to the Crown Pastoral Land Act 1998.

Dated the 9 day of August 2005

SIGNED for and on behalf of the
Canterbury Regional Council



Chief Executive

Witness Name: Mr. [Handwritten Name]
Occupation: Executive Assistant
Address: 19a Wilbrock Crescent
Christchurch



COPY

Lending Support Southern
Level 8
166 Cashel Street
P O Box 203
Christchurch
New Zealand
Telephone: 03 371 6369
Facsimile: 03 365 2572
DX: WR 58010

8 August 2005

Nicoll Cooney & Co
P O Box 324
Ashburton

Attention: L K Cooney

Dear Sir

Re: MT ALFORD STATION LIMITED

We refer to your letter dated 27 July 2005, and consent to the Crown Land Proposal;

- Certificate of Non Revocation of Power of Attorney;

This Consent is forwarded to you against your undertakings;

1. To only use the Bank's consent for the purpose as outlined in your letter.
2. To ensure that any action taken will in no way prejudice Westpac's security position.
3. That, in the event of any land being amalgamated with the abovementioned Certificate of Title, the provisions contained in the mortgage currently held by Westpac will continue to apply to the area of land being amalgamated pursuant to s242 of the Resource Management Act 1991. (If not a new mortgage security will have to be executed and registered against the new Certificate of Title to issue).
4. Please forward to us post registration search copy of the certificate of title (with a diagram) as soon as possible upon completion of registration.
5. To protect the interests of Westpac at all times in this matter.

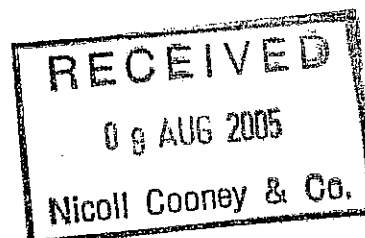
Please advise Westpac immediately if for any reason, you are unable or unwilling to give any of the abovementioned undertakings.

Our consent fee for this matter is \$ [REDACTED]. This amount has been deducted from our customers account.

All other costs in relation to this matter are for the care of yourself or your client.

Yours sincerely

Margaret Ward
Business Support Officer



Westpac Banking Corporation as [now] Mortgagee under Mortgage A6265.7 ["the Mortgage"], hereby:


- [a] consents to acceptance of the Proposal dated the 19th day of July 2005 ["the Proposal"] by Mt Alford Station Limited ["the Holder"] pursuant to the Crown Pastoral Land Act 1998 and agrees and consents to the registration of the documents affecting the Freehold Land referenced in the Proposal prior to the registration of any new mortgage to be granted in its favour over the Freehold Land; and
- [b] agrees to sign and execute all deeds, agreements, schedules and other documents and do all acts and things as may be reasonably required by the Holder or the Commissioner to register a discharge of the Mortgage and any new mortgage over the Freehold Land.

Dated the 8TH day of AUGUST 2005

SIGNED for and on behalf of the
Westpac Banking Corporation



Sandra Rae
BANK OFFICER
WESTPAC TRUST
CHRISTCHURCH



Margaret Gwen Ward

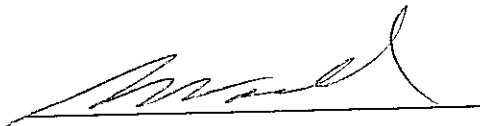
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Margaret Gwen Ward, of Christchurch in New Zealand, Bank Officer

HEREBY CERTIFY -

1. THAT by Deed dated the 20th October 2003 a copy of which is deposited in the Land Registry Office at Christchurch (Canterbury Registry) numbered PA 5941731.1.
Westpac Banking Corporation ABN 33 007 457 141, incorporated in Australia (New Zealand division) under the Corporations Act 2001 and having its principal place of business in New Zealand at PWC Tower 188 Quay Street, P O Box 934, Auckland and carrying on the business of banking appointed me its attorney on the terms and subject to the conditions set out in the said Deed and the attached document is executed by me under the powers thereby conferred.
2. THAT at the date hereof I am a Tier Three Attorney for Westpac Banking Corporation.
3. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said **Westpac Banking Corporation** or otherwise.

Signed at Christchurch



Margaret Gwen Ward

this 8 August 2005

COPY

MT ALFORD STATION LIMITED

SHAREHOLDERS' RESOLUTION

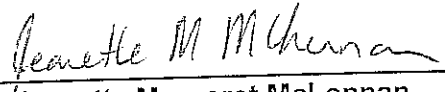
IT IS HEREBY RESOLVED this 8th day of August 2005 as a special and unanimous resolution signed for the purpose of becoming an entry in the Minute Book of the Company as provided by Section 122 of the Companies Act 1993 as follows:-

THAT the Shareholders hereby confirm their approval of the Documents and Transactions hereinafter detailed and hereby confirm that the Directors be and are hereby authorised to enter into and execute on behalf of the Company the proposal for review of Crown Land dated 19th July 2005 made between the Commissioner of Crown Lands of the one part and the Company of the other part.

AND NOTED that the transaction may constitute a major transaction as defined in Section 129[2] of the Companies Act 1993



Murray Robert Hawkes



Jeanette Margaret McLennan

MT ALFORD STATION LIMITED


DIRECTORS' MINUTE

RESOLVED this 8th day of August 2005 as a special and unanimous resolution that the Documents above referred to be executed by the Directors on behalf of the Company
AND NOTED:-

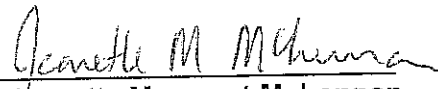
1. THAT after taking into account all relevant factors the Directors are of the opinion that the Company's entry into and performance of the obligations the subject of the aforesaid Documents are in the best interests of the Company.
2. THAT the purpose and creation of the Documents do not consist of or include any provision for the Company to provide direct or indirect financial assistance in connection with the purchase of a share issued or to be issued by the Company.
3. THAT the Company:-

- [a] is able to pay its due debts
- [b] is not engaged or about to engage in business for which its financial resources are unreasonably small
- [c] has not incurred any obligation knowing that it would not be able to perform the obligation when it is required to do so.
- [d] will be able to perform its obligations under the Documents and the Transactions when required to do so
- [e] will not become unable to pay its due debt as a result of the Documents and the Transactions.
- [f] Is registered under the Companies Act 1993.
- [g] Will satisfy the "Solvency Test" [as defined in the Companies Act 1993] immediately after the Guarantee is executed.

4. THAT the Directors are not aware of any liquidation proceedings which have been commenced by any person or which are intended or anticipated by the Company.



Murray Robert Hawkes



Jeanette Margaret McLennan

NICOLL, COONEY & CO

BARRISTERS – SOLICITORS – NOTARY PUBLIC

Principal: LAURENCE K. COONEY, LL.B., Notary Public
Associates: BEVAN J. COOMBES, LL.B., Dip. Grad.
TIM M. SILVA, B. Com., LL.B.

Tancred Chambers

243 Tancred Street,

Ashburton, N.Z. *

•
Telephone [03] 308-4188

Fax [03] 308-7412

P.O. Box 324

Email: nico.law@xtra.co.nz

I, Laurence Killoh Cooney, of Ashburton Solicitor hereby certify as follows:

1. Mt Alford Station Limited ["the Holder"] is a duly incorporated company under the Companies Act 1993. The Holder's entry into and performance of its obligations under the Proposal dated the 19th day of July 2005 ["the Proposal"] have been duly authorised by the directors and, if required, by the shareholders of the Holder. The Holder has executed the Proposal in accordance with its constitution.
2. The consent of each person that has an interest [registered or unregistered] in the Land [as that term is defined in the Proposal], to the Holder's acceptance of the Proposal has been obtained and included in the copy of the Proposal, signed by the Holder, that has been provided to the Commissioner.
3. No consent, licence, approval or authorisation by any court, regulatory authority or governmental agency is required to enable the Holder to accept the Proposal, perform the Holder's obligations under the Proposal and to acquire the freehold interest in the Land [as defined in the Proposal].

Yours faithfully
NICOLL COONEY & CO.,

Per:


L.K. COONEY